

and repair work shall be confined to engine room, fireroom, machine shop, storeroom in or adjacent to engine room, shaft alley, ice machine room and steering engine room.

(d) If required to replace another member of the Unlicensed Personnel, they shall be governed by the working rules covering that particular rating.

(e) On vessels carrying day Unlicensed Junior Engineers in addition to watch Unlicensed Junior Engineers, their duties shall be as follows:

At sea and in port, they shall be required to do maintenance and repair work as outlined in subsection (c) above under the direction of the Engineer in charge. They may assist in taking on Engine Department stores including water and fuel.

(f) On those vessels where three (3) Unlicensed Junior Engineers are carried, they shall be classed as watchstanders. On those vessels where less than three (3) Unlicensed Junior Engineers are carried, they shall be classed as day workers.

(g) On those vessels where more than three (3) Unlicensed Junior Engineers are carried, three (3) Unlicensed Junior Engineers shall be classed as watchstanders and the additional Unlicensed Junior Engineers shall be classed as day workers.

SECTION 11. REFRIGERATING ENGINEERS. (a) While refrigerating plant is being operated at sea, Refrigerating Engineers shall be assigned to watches of four (4) hours on and eight (8) hours off.

(b) When refrigerating plant is operating continuously in port, the Refrigerating Engineer may be required to stand donkey watch of eight (8) hours on and sixteen (16) hours off.

(c) When refrigerating plant is not being operated and no refrigerated cargo is on board, they shall be assigned to day work in the engine room in accordance with working rules for Oilers on day work.

(d) Refrigerating Engineers on day work may be required to supervise the stowing of reefer cargo in which event they shall be paid overtime while the reefer cargo is being worked between the hours of 5:00 p.m. and 8:00 a.m. weekdays. On Saturdays, Sundays and Holidays, they shall be paid at their Overtime Rate.

(e) At sea, while on watch, no overhauling work, breaking calcium, shifting or moving CO₂ bottles shall be done between the hours of 5:00 p.m. and 8:00 a.m. weekdays or on Saturdays, Sundays and Holidays, without the payment of overtime. In case of emergency, such as excessive gas leakage or loss of brine, the Refrigerating Engineer on watch shall correct this condition as part of his regular duties without the payment of overtime.

(f) While on watch duty, Refrigerating Engineer shall be required to leave safe working conditions, keeping the spaces around the ice machines and their auxiliaries clean of oil, water and refuse accumulated during his watch, but he shall not be required to do any painting, cleaning paint, chipping, scaling or shining bright work. They shall maintain and operate all refrigeration and air-conditioning machinery, and take temperatures at refrigeration machinery, fan rooms, boxes and reefer containers.

(g) On day work, Refrigerating Engineers shall work under the direction of the Chief Engineer or Licensed Engineer in charge of refrigerating plant. Their duties shall consist of overhauling and repair work necessary in connection with the upkeep and maintenance of refrigerating machinery, its auxiliaries and equipment. They shall not be required to paint, sougee, chip, scale, shine bright work or do cleaning work unless overtime is allowed for such work.

(h) At no time shall they pull or shift ice.

(i) When an Engine Utility Reefer Maintenance is carried, he shall perform such duties as are prescribed above and such other duties as are prescribed in Article IV, Section 16. He must possess the U.S. Coast Guard endorsement of Reefer Engineer or Q.M.E.D.

SECTION 12. PLUMBER-MACHINIST. (a) The Plumber- Machinist shall be classified as a day worker.

(b) Plumber-Machinists shall be required to do repair work on fresh and salt water lines and small steam lines connected with domestic department of the vessel, bathroom fixtures, radiators, galley fuel oil lines, steam cookers and coffee urns, and shall do general machine shop work. They may be required to take on water during regular working hours without the payment of overtime.

SECTION 13. EVAPORATOR MAINTENANCE MEN. (a) They shall stand two (2) watches of four (4) hours each per day, while evaporators are in use at sea. When evaporators are used in port, watches shall be changed to eight (8) hours on and sixteen (16) hours off.

(b) When evaporators are in use, they shall tend evaporators and other auxiliaries in the evaporator spaces.

(c) When evaporators are not in use, they shall be classed as day workers.

(d) While on day work, they may be required to perform general maintenance and repair work in the Engine Department, and they may be required to assist in taking on water, fuel oil and Engine Department stores, but they shall not be required to clean boilers, tanks or tank tops, or do any cleaning, sougeeing, scaling or painting without the payment of overtime. They may be required, however, to do minor sougeeing or spotting up in the evaporator room. They may also be required to replace Oilers, Watertenders, Firemen-Watertenders or Firemen who are sick, injured or missing.

SECTION 14. STOREKEEPER. (a) They shall be classified as day workers.

(b) They shall supervise the work of the Wipers under instructions from the First Assistant Engineer, and they shall have charge of storeroom and stores and maintain inventories.

(c) They shall not be required to do any painting, cleaning paint, wirebrushing, chipping, scaling or polishing work without the payment of overtime, except in the Engine Department storerooms.

SECTION 15. DECK ENGINEER. (a) It shall be the duty of the Deck Engineer to oil and maintain winches and do maintenance and repair work to deck machinery and deck piping, and when no Electrician is carried, he may be required to care for lights, fuses and overhaul electric fans. This will not include mast lights, navigation lights and cargo lights permanently installed. Lifeboat motors are not to be considered as deck machinery. The Deck Engineer shall not be required to work on any electric motors such as refrigerator motors, etc., without the payment of overtime.

(b) The Deck Engineer shall not be required to do any cleaning or repair work in the engine room, fireroom or shaft alley, without the payment of overtime.

(c) The Deck Engineer shall not be required to do any additional work while oiling deck machinery, except for running or breakdown repairs.

(d) The Deck Engineer shall oil and maintain winches until midnight on days of arrival and departure. An Oiler or Engine Utility shall be assigned to those duties on all other days after 5:00 p.m. and before 8:00 a.m.; however, the Oiler or Engine Utility assigned to oil winches from 5:00 p.m. until midnight shall be knocked off from 4:00 p.m. to 5:00 p.m. for supper.

(e) The Deck Engineer shall run steam on and off deck machinery and warm up same when deck machinery is needed to handle ship's lines, except when cargo is being worked and an Oiler or an Engine Utility has been assigned to oil winches.

(f) The Deck Engineer or another competent member of the Unlicensed Personnel shall stand by when deck machinery is being turned over to prevent freezing.

(g) The Deck Engineer shall not be required to do any general painting, cleaning paint, wirebrushing, chipping, scaling or polishing work without the payment of overtime.

(h) The Deck Engineer may be required to clean out toilets, scuppers or drains when they are stopped up, but he shall not do any maintenance, repair or plumbing work on domestic lines, toilets, sinks, radiators, etc., without the payment of overtime.

(i) If the Deck Engineer is required to stand watches due to the shortage of men, such watches stood between the hours of 5:00 p.m. and 8:00 a.m. weekdays shall be paid for at the Overtime Rate. However, all watches stood shall be in addition to his regular duties as Deck Engineer. In this case, there shall be no division of wages.

SECTION 16. ENGINE UTILITY AND ENGINE MAINTENANCE.

(a) Engine Utility - Day Worker

They shall be required to assist Engineers or Deck Engineers, etc., in all Engine Department work, including the repair of reefer containers.

They shall be required to have qualifications as an Oiler, Watertender and Fireman.

They shall not replace any member of the Unlicensed Personnel, except when such member is missing or unable to perform his regular duties due to illness or injury.

All work that is overtime for Wipers during their regular working hours, with the exception of repair work, shall be overtime for the Utilityman when performing the same type of work.

They shall do no cleaning, painting, chipping, scraping, wirebrushing, shining of brass, etc., except where such work is incidental to a specific repair job.

They may be required to assist the Deck Department in docking and undocking the vessel without the payment of overtime, except when such work is performed in excess of eight hours in any calendar day, or any time on Saturdays, Sundays and Holidays.

(b) Engine Maintenance - Day Worker

His duties shall be general maintenance repair work throughout the vessel, as directed by the Engineer in charge. He shall be required to have qualifications as Fireman, Watertender, Oiler and Electrician.

When a Fireman, Watertender or Oiler is missing because a crew member is sick, injured, or because a Fireman, Watertender or Oiler missed the ship and none of the Wipers are capable of being promoted to fill the vacancy, then the Engine Maintenance may be placed on watch. In the event the Engine Maintenance man is assigned to a watch, no overtime is payable Monday through Friday for standing watch and performing customary watch duties.

It shall also be the duty of the Engine Maintenance to grease the steering engine and/or ship's crane, and assist the Electrician during his regular working hours without the payment of overtime.

They shall not be required to paint, clean paint, wirebrush, chip, scale or do any polishing work without the payment of overtime, except where such work is incidental to a specific repair job.

They may be required to assist the Deck Department in docking and undocking the vessel without the payment of overtime, except when such work is performed in excess of eight hours in any calendar day, or any time on Saturdays, Sundays and Holidays.

As directed by the Engineer in charge their duties shall also include taking on fuel and water and the taking of required soundings; burning and welding in the absence of a Ship's Welder/Maintenance and if qualified; any work necessary for the operation of reefer equipment and containers, including the taking of temperatures; and, chipping, painting and sougeeing up to three (3) hours per day, during normal working hours.

SECTION 17. OILERS - DIESEL. (a) While on sea watch, they shall make regular rounds on main engines and auxiliaries, pump bilges, clean strainers and centrifuges, watch oil temperatures and pressures. If required, they shall drain oil for piston oil tanks every hour and shall pump up water for gravity. They shall be required to tend small donkey boiler for heating purposes, without payment of overtime. However, when boiler is being used for heating cargo oil, an overtime allowance of two (2) hours per watch shall be allowed the Oilers.

(b) They shall do no cleaning or station work but shall be required to leave safe working conditions for their relief, provided such work shall not be done when Wipers are on duty.

(c) In port, Oilers shall maintain a regular donkey watch. They shall oil auxiliaries, tend small donkey boilers and look after the entire plant. Oilers on donkey watch may be required to do maintenance work in the engine room between 8:00 a.m. and 5:00 p.m. weekdays.

(d) Oilers shall not be required to do any painting, cleaning paint, wirebrushing, chipping, scaling or polishing work without the payment of overtime.

SECTION 18. OILERS ON SEA WATCHES - STEAM. (a) They shall perform routine duties, oil main engine (if reciprocating), watch temperatures and oil circulation (if turbine), oil auxiliaries, steering engine and ice machine. They shall pump bilges and they shall also tend water where gauges and checks are in the engine room and no Watertenders are carried.

(b) They shall do no cleaning or station work but shall be required to leave safe working conditions for their reliefs, keeping the spaces around main engine and auxiliaries clean of any excess oil. Their routine duties shall include cleaning oil strainers and purifier.

(c) On vessels with small cargo refrigeration plants, Oilers shall oil plant. When the Oiler is required to take reefer cargo box temperature, he shall be paid one (1) hour's overtime for each watch. On vessels carrying watchstanding Refrigerating Engineers, Oilers shall not handle the refrigeration plant.

(d) If required to start or blow down evaporator, he shall be paid one (1) hour overtime for each operation. However, when such equipment is placed in operation, Oilers may be required to check the equipment at regular intervals, make necessary adjustments to insure proper and even flow of condensate and salt water and oil and tend any pumps operated in connection with such equipment without the payment of overtime.

(e) On turbine-propelled vessels which are certified as passenger vessels and are carrying passengers, the Oiler on the midnight to 4:00 a.m. watch may be required to assist in blowing tubes, where automatic soot blowers are in use.

(f) Oilers shall not be required to do any painting, cleaning paint, wirebrushing, chipping, scaling or polishing work without the payment of overtime.

SECTION 19. OILERS ON DAY WORK - STEAM. They shall assist the Engineers in maintenance and repair work in engine room, machine shop, shaft alley, ice machine room, and storeroom when located in or adjacent to engine room. They shall not be required to do any cleaning of boilers, painting, cleaning paint, polishing work, wirebrushing, chipping or scaling without the payment of overtime.

SECTION 20. WATERTENDERS ON SEA WATCHES. (a) They shall perform their routine duties, tend water and boiler auxiliaries, oil temperatures, stack draft and supervise firing. They shall handle any valves in connection with the operation of the boilers as directed by the Engineers.

(b) They shall not be required to crack any main or auxiliary steam stop valves. However, when stops have been cracked, they may open them wide.

(c) They shall not be required to do any painting, cleaning paint, wirebrushing, chipping, scaling or polishing work without the payment of overtime.

(d) At sea he may be required to assist in any work necessary for the operation of reefer containers, including plugging and unplugging reefer containers.

SECTION 21. WATERTENDERS IN PORT. (a) They shall maintain a regular donkey watch and shall maintain steam and tend auxiliaries, including ice machines.

(b) Watertenders shall not be required to do any painting, cleaning paint, wirebrushing, chipping, scaling or polishing work without the payment of overtime.

SECTION 22. VESSELS HAVING BOTH WATERTENDERS AND FIREMEN. In port, as defined in Article II, Section 34, and when sea watches are broken, Watertenders shall stand all donkey watches and Firemen shall be put on day work.

SECTION 23. FIREMEN/WATERTENDER. (a) They shall be required to tend water, clean burners, strainers and drip pans, punch carbon, keep steam, tend fuel oil pressure and temperatures and oil fuel circulation pumps which are located in the fireroom only except as in Article IV, Section 34.

(b) They shall clean up excess oil occasioned by changing burners and strainers and shall leave the fireroom in a safe condition when relieved.

(c) They shall not be required to do any painting, cleaning paint, wirebrushing, chipping, scaling or polishing work without the payment of overtime.

(d) Except as otherwise provided herein, when on donkey watch, they shall be required to keep steam.

(e) If the ship arrives in port between 5:00 p.m. and midnight, the Fireman/Watertender shall continue on sea watches until midnight and shall maintain steam.

SECTION 24. WATER-TUBE FIREMEN ON SEA WATCHES. (a) They shall do routine duties of the watch such as keeping burners clean, cleaning strainers and drip pans and punch carbon. They shall not be required to leave the confines of the fireroom at any time to do any work outside of the fireroom, except as provided for in Article IV, Section 34.

(b) They shall be required to keep their respective stations cleaned and painted between the lowest grating and the floor plates. On vessels with irregular gratings, 10 feet from the floor plates shall be considered the Fireman's station limit.

(c) Fanning tubes and the use of XZIT and similar preparations shall be classified as general cleaning work and shall be confined to regular cleaning hours.

(d) They shall not be required to blow tubes by hand. However, the Fireman on watch may be required to assist in opening and closing breeching doors and in turning steam on and off. Where automatic soot blowers are used, Firemen will handle valves connecting with same.

SECTION 25. WATER-TUBE FIREMEN ON DAY WORK. (a) In port, they shall be required to do general cleaning, polishing and painting work, in the fireroom, sponging and blowing tubes, and shall assist the Engineers in making repairs to boiler mountings, etc.

(b) They may also be required to wash down steam drums of water tube boilers.

(c) When required to do any cleaning of boilers and fireboxes other than the above, they shall be paid overtime.

SECTION 26. FIRE-TUBE FIREMEN ON SEA WATCHES. (a) They shall perform routine duties, clean burners, strainers and drip pans, punch carbon, keep steam, watch fuel oil pressure and temperature.

(b) They shall clean up excess oil occasioned by changing burners and strainers without payment of overtime and shall leave the fireroom in a safe condition when relieved.

(c) They shall not be required to do any painting, cleaning paint, wirebrushing, chipping, scaling or polishing work without the payment of overtime.

(d) If the ship arrives in port between 5:00 p.m. and midnight, they shall continue on sea watches until midnight and shall maintain steam and tend auxiliaries including ice machine.

SECTION 27. FIRE-TUBE FIREMAN IN PORT. (a) They shall keep burners, strainers and drip pans clean at all times. They shall also clean up excess oil occasioned by changing burners and strainers without payment of overtime and shall leave the fireroom in a safe condition when relieved. They shall do no boiler work. They shall keep steam for the auxiliaries and safety of the ship and take care of the entire plant.

(b) They shall not be required to do any painting, cleaning paint, wirebrushing, chipping, scaling or polishing work without the payment of overtime.

SECTION 28. WIPERS. (a) They shall be classed as day workers.

(b) It shall be routine duties for the Wipers to do general cleaning, including oil spills on deck, painting, cleaning paint, wirebrushing, chipping, scaling, sougeeing, polishing work in the Engine Department, including resistor houses and fanrooms, cleaning and painting steering engine and steering engine bed, and taking on stores. However, when taking on fuel oil or water, and the hoses are connected and disconnected by shoreside personnel, the Wiper shall not be required to assist. When the ship's personnel handles the connections, the Wiper shall be used to assist in connecting and disconnecting and putting hoses away but should not be required to stand by.

Pumping of galley fuel tank shall be performed on Saturdays, Sundays and Holidays during the two (2) hours' sanitary work.

(c) They shall not be required to paint, chip, sougee or polish bright work in fireroom fidley, except in port.

When such work is performed at sea, the rates prescribed in Article II, Section 21 (b), Penalty Rates, shall apply.

(d) One (1) Wiper shall be assigned to clean quarters and toilets of the Unlicensed Personnel of the Engine Department daily. Two (2) hours shall be allowed for this work between the hours of 8:00 a.m. and 12:00 noon daily, both at sea and in port, as designated by the Engineer in charge. On vessels of 25,500 D.W.T. or over, the Wiper shall be allowed four (4) hours daily for performing this work. On C-4's and Mariner class vessels, the Wiper shall be allowed three (3) hours daily for the work.

However, on vessels with six (6) or less Unlicensed Engine Department Personnel, three (3) hours daily shall be allowed for such work.

On vessels not carrying Wipers or a crew member assigned daily to cleaning quarters, the Unlicensed Personnel in the Engine Department shall receive one (1) hour overtime weekly at the rates specified in Article II, Section 21 (a) for performing such work.

(e) They may be required to paint Unlicensed Engine Department quarters without payment of overtime during their regular working hours.

(f) They shall be paid overtime for cleaning in firesides and steam drums of boilers. They may be required to wash out steam drums with hose without payment of overtime.

(g) They shall be paid overtime when required to clean tank tops or bilges by hand or when required to paint in bilges. However, cleaning bilge strainers, cleaning away sticks or rags shall be considered part of a Wiper's duties and shall be done without the payment of overtime.

(h) They shall assist the Engineers in blowing tubes, and they shall also assist the Engineer in putting XZIT and similar preparations and boiler compounds in the boiler.

(i) They may be required to assist in repair work, but they shall not be assigned to a repair job by themselves without the payment of overtime. This is not to include dismantling equipment in connection with cleaning, such as grease extractors, bilge strainers and evaporators, etc.

(j) They shall be required to pump up galley fuel tank during straight time hours without the payment of overtime.

(k) While vessels are transiting the Panama or Suez Canal, one (1) Wiper shall be assigned to trim ventilators to insure breeze for men below, regardless of whether it is outside of their regular working hours or not. When he performs this work outside of his regular working hours, overtime will be allowed.

(l) Skimming hot wells and cleaning grease extractors shall be done by the Wipers as part of their regular duties without the payment of overtime.

(m) They shall pull ice on freight ships and deliver it to the ice box without the payment of overtime, and they shall also remove ice cubes from ice cube machines where such machines are located in engine room spaces.

(n) At sea, when a watchstander becomes ill or injured, a Wiper may be assigned to stand his watches for which he shall be paid overtime. If the original man remains incapacitated for a period in excess of three (3) days, the Wiper may then be promoted and shall receive the differential in pay only.

(o) Except as otherwise provided, he shall perform general maintenance throughout the vessel, including chipping, painting and sougeeing during routine hours without penalty pay.

(p) The Wiper may be required to assist the Deck Department in docking and undocking the vessel without the payment of overtime, except when such work is performed in excess of eight (8) hours in any calendar day and any time on Saturdays, Sundays and Holidays.

SECTION 29. DONKEY WATCH. (a) A donkey watch is a watch performed in port by a portion of the Engine Department personnel who are required to maintain steam and to tend auxiliaries including steam winches when the main engines are secured.

(b) If donkey watches are to be maintained during the vessel's stay in port, such watches must be set at the time sea watches are broken.

(c) The intention of this section is that, in port, donkey watches, including a Fireman/Watertender and an Oiler will be in effect, under which circumstances the Oiler shall be required to oil all auxiliaries, including steam winches.

(d) Under circumstances where a Fireman/Watertender is alone on donkey watch by reason of the Oiler having been assigned to day work, or to other duties, and the Fireman/Watertender is required to tend engine auxiliaries, he shall be compensated for such work at the applicable Overtime Rate per hour. In no case, however, shall double overtime be paid.

(e) Where either a Fireman/Watertender or an Oiler fails to stand his watch, and the work of the missing man is performed by another Unlicensed member of the Engine Department, then there is no additional compensation payable.

(f) Oilers on donkey watch may be required, in addition to oiling auxiliaries, to do maintenance work in the engine room between 8:00 a.m. and 5:00 p.m. without payment of overtime weekdays.

(g) It shall be the routine duty of the Oiler, Oiler Maintenance Utility, Q.M.E.D., etc., standing a donkey watch in port, to tend auxiliaries, including steam winches. This shall also apply to turning steam or power on or off the deck except where a Deck Engineer or Crane Maintenance Electrician is on duty.

SECTION 30. TANK CLEANING. (a) When Unlicensed Personnel are required to enter any tank in which water is regularly carried, for the purpose of cleaning or making repairs therein, they shall be paid at the rates defined in Article II, Section 21 (b), Penalty Rates.

(b) When Unlicensed Personnel are required to enter tanks that have contained animal, vegetable, petroleum oil or creosotes, including bunkers or molasses for purposes of cleaning or making repairs therein, they shall be paid at the rates indicated below.

On Watch	Effect.	Effect.	Effect.	Effect.	Effect.
Monday through Friday	7/1/06	7/1/07	7/1/08	7/1/09	7/1/10
Group I	14.44	14.88	15.32	15.94	16.57
Group II	11.02	11.35	11.69	12.15	12.64
Group III	8.63	8.89	9.15	9.52	9.90

3. If he is a day worker, he may be required to replace a missing Watchstander.
4. He may be required to take on fuel and water and to take soundings as directed by the Engineer in charge.
5. When no Ship's Welder/Maintenance is carried, he may, if qualified, be required to burn and weld.
6. He may be required to assist in any work necessary for the operation of reefer equipment and containers, including the taking of temperatures.
7. When designated as a "day worker," they may be required to chip, paint, and sougee up to three (3) hours per day, during normal working hours, Monday through Friday between the hours of 8 a.m. and 5 p.m., without the payment of overtime or other penalties. The three (3) hour restriction shall not apply to chipping, painting or sougeeing where such work is incidental to a specific repair job. They shall not be so assigned when maintenance work orders requiring their participation or assistance is being performed without being paid at the rate specified in Article II, Section 21 (b) - Penalty Rates. In any case, on vessels carrying more than one (1) Q.M.E.D., the Q.M.E.D. with the lowest rated classification may be so assigned.
8. When necessary, minor repairs may be made during a routine watch without any penalty payments.
9. On vessels carrying the rating of Q.M.E.D./Plumber-Machinist, they shall perform the duties prescribed above in addition to such duties prescribed for the rating of Plumber-Machinist as specified in Article IV, Section 12. He shall be paid in accordance with his Q.M.E.D. classification or Plumber-Machinist, whichever is higher.
10. On vessels carrying the rating of Q.M.E.D./Electrician, he shall perform the duties of Q.M.E.D. as defined above, in addition to the duties prescribed for the rating of Electrician in Article IV, Section 9. He shall be paid in accordance with his Q.M.E.D. classification or Electrician, whichever is higher.
11. The QMEDs may be required to assist the Deck Department in docking and undocking the vessel without the payment of overtime, except when such work is performed in excess of eight (8) hours in any calendar day or any time on Saturdays, Sundays or Holidays.
12. On vessels carrying the rating of QMED or Chief Electrician Relief, he shall perform the duties of QMED or Chief Electrician as defined above. In addition, when assigned to the position of QMED/Electrician or Chief Electrician, he shall also perform the duties prescribed for the rating of Electrician, Article IV, Section 9 and he shall be paid at the QMED Electrician or Chief Electrician rate, whichever is appropriate.

SECTION 42. GENERAL UTILITY DECK/ENGINE. On vessels, newly constructed or converted and placed in operation on or after June 15, 1975, the above named rating shall perform the normal duties of a Wiper as defined in Article IV, Section 28 of this Agreement. He may further be required to perform such duties normally performed by the rating of Ordinary Seaman. He shall be responsible to the direct supervision of the Chief Engineer or Watch-Engineer on duty except when assigned to the Deck Department, when his duties will be assigned by the Bosun.

This rating shall be classed as a day worker and when applicable shall receive the Overtime and Penalty Rates prescribed for the rating of Wiper.

When the Unlicensed Deck Department consists of seven (7) or less seamen, the GUD/E(s) shall be required to assist in docking or undocking the vessel at all times. He shall perform general maintenance throughout the vessel including chipping, painting and sougeeing during routine work hours without penalty pay.

SECTION 43. WORK JURISDICTION. It is understood that the preservation of the jurisdiction of the Union is the essence of this Agreement and that the provisions of this contract establishing jurisdiction shall be rigorously and strictly enforced through the cooperative efforts of the parties.

Specifically and without limitation, any work performed by cadets, workaways, passengers, prisoners of war, staff officers, licensed deck officers, licensed engine officers, or any member of the crew other than the Unlicensed Personnel that is the routine work of the Unlicensed Personnel shall be paid for at the Overtime Rate when such work is performed Monday through Friday and at the Overtime Rate when such work is performed on Saturdays, Sundays or Holidays. Such payment is to be divided among the Unlicensed Personnel ordinarily required to perform such work.

Unlicensed Personnel shall continue to perform such work as they have heretofore customarily and traditionally performed, regardless of technological or other changes implemented or sought to be implemented aboard vessels operated by any of the companies who are signatory to this Agreement.

The Company agrees that no sea-going work or services of the kind, nature or type historically or traditionally performed, or presently performed, or hereafter assigned to the Unlicensed Personnel covered by this Agreement will be subcontracted, transferred or assigned in whole or in part to any other person or entity. The Company agrees to maintain existing unlicensed manning in the Engine Department, and the Unlicensed Engine Department crew members shall perform all contractual duties including general maintenance and repair under the supervision of a licensed engineer. It is the purpose and intent of this clause to preserve the work of the Unlicensed Personnel covered by this Agreement and, accordingly, said clause shall not be applicable to work or services which historically and traditionally have been performed by other persons or entities.

SECTION 44. PYRAMIDING OF OVERTIME. There shall be no duplication or pyramiding of overtime except where specifically provided for.

ARTICLE V

STEWARD DEPARTMENT

SECTION 1. WAGES. The monthly rate of pay for the Unlicensed Personnel in the Steward Department, when the respective ratings are carried, shall be as follows:

WAGES

Steward Department	Effect. 7/1/06	Effect. 7/1/07	Effect. 7/1/08	Effect. 7/1/09	Effect. 7/1/10
Chief Steward	3881.96	3998.42	4118.37	4283.10	4454.43
Steward/Cook	3881.96	3998.42	4118.37	4283.10	4454.43
Steward/Baker	3881.96	3998.42	4118.37	4283.10	4454.43
Chief Cook	3051.76	3143.31	3237.61	3367.11	3501.80
Cook & Baker	2974.28	3063.51	3155.41	3281.63	3412.89
Second Cook	2614.02	2692.44	2773.21	2884.14	2999.50
Third Cook	2578.68	2656.04	2735.72	2845.15	2958.96
Asst. Cook/Utility	2578.68	2656.04	2735.72	2845.15	2958.96
Steward Assistant	2027.35	2088.17	2150.82	2236.85	2326.32

On freighters when passengers are carried, the Third Cook will be re-rated as Second and will be paid wages in accordance with the agreement.

SECTION 2. MINIMUM OVERTIME. At sea, when any member of the Steward Department is called out to work between the hours of 7:30 p.m. and 5:30 a.m., a minimum of two (2) hours overtime shall be paid.

SECTION 3. HOURS OF WORK. (a) No member of the Steward Department shall be required to work in excess of eight (8) hours in any one (1) day without the payment of overtime.

(b) Any work required to be performed outside his regular hours, or on Saturdays, Sundays and Holidays, shall be paid for at the applicable overtime rate.

(c) By mutual agreement between the Union and the Company, the "Three Man Guide" shall be utilized aboard those vessels with three (3) persons in the department.

SECTION 4. WORKING HOURS.

Steward	-eight (8) hours between 6:30 a.m. and 6:30 p.m.
Chief Cook	-eight (8) hours between 6:30 a.m. and 6:30 p.m.
Cook and Baker	-eight (8) hours between 6:00 a.m. and 6:00 p.m.
Second Cook	-7:00 a.m. to 1:00 p.m. - 4:00 p.m. to 6:00 p.m.
Third Cook	-7:00 a.m. to 1:00 p.m. - 4:00 p.m. to 6:00 p.m.
Messman	-6:30 a.m. to 9:30 a.m. - 10:30 a.m. to 1:00 p.m. - 4:00 p.m. to 6:30 p.m.
Stwd.Utilityman	-7:00 a.m. to 1:00 p.m. - 4:00 p.m. to 6:00 p.m.
Galley Utility	-6:30 a.m. to 10:00 a.m. - 11:00 a.m. to 1:00 p.m. - 4:00 p.m. to 6:30 p.m.

SECTION 5. VESSELS USING PORTION CONTROL PROVISIONS.

(a) Hours of Duties.

1. Except as otherwise specified, the Chief Steward, Steward/Baker or Steward/Cook shall assign the duties of each and every member in the Steward Department and shall work with and assist the Chief Cook in the preparation and serving of all meals and maintenance and cleanliness of the galley. All Steward Department personnel excluding the Chief Steward, Steward/Baker or Steward/Cook shall work between the hours of 6:30 a.m. and 6:30 p.m.

2. When a Steward/Baker is carried, his spread of hours shall be eight (8) hours between 6:00 a.m. and 6:30 p.m.

3. Cook and Baker
(when carried) 6:00 a.m. to 9:30 a.m.
11:00 a.m. to 1:00 p.m.
4:00 p.m. to 6:30 p.m.

Additional duties of the Cook and Baker shall be to prepare, cook and serve all vegetables for dinner and supper meals, scrub the galley after the supper meal with the assistance of a Steward Assistant, prepare night lunches and cooked salads.

4. Steward Assistant
(Saloon) 6:30 a.m. to 9:30 a.m.
10:30 a.m. to 1:00 p.m.
4:00 p.m. to 6:30 p.m.

Prepare salads except cooked, and all cold drinks used by him, draw supplies as needed.

5. Steward Assistant
(Crew) 6:30 a.m. to 9:30 a.m.
10:30 a.m. to 1:00 p.m.
4:00 p.m. to 6:30 p.m.

Prepare salads except cooked salads.

6. Steward Assistant
(Utilities) 6:30 a.m. to 9:30 a.m.
10:30 a.m. to 1:00 p.m.
4:00 p.m. to 6:30 p.m.

On vessels carrying Steward Assistant Utilities, the Chief Steward shall assign their duties.

7. Assistant Cook/Utility

His routine duties shall be to assist in the galley when required and to perform such other duties as are assigned to him by the Chief Steward. His eight (8) working hours shall be as designated by the Chief Steward between 6:30 a.m. and 6:30 p.m.

8. 3- Man Steward Departments

The Steward Baker's normal day shall consist of eight (8) hours, commencing at 0530 hours and terminating at 1830 hours. Three (3) additional hours shall be offered daily to perform such work as may be necessary outside the normal work schedule. The three (3) additional hours are not to be considered as "blanket overtime". The three (3) hours are payable for specific duties performed. Any work to be performed in excess of the three (3) additional hours must be authorized by the ship's master.

Specifically:

1. The Steward Baker will be offered 3 hours of overtime each day. He/She needs to do actual work that the Master concurs needs to be done on OT during these 3 hours or the portion of these 3 hours actually worked.
2. The Steward Baker will be paid for OT actually worked. If a 10 hour day is worked he/she will be paid for the normal 8 hours plus 2 hours of OT.
3. Each instance of OT beyond the 3 hours must be specifically approved in advance by the Master.

4- Man Steward Departments

The Steward Baker's normal day shall consist of eight (8) hours, commencing at 0530 hours and terminating at 1830 hours. Two (2) additional hours shall be offered daily to perform such work as may be necessary outside the normal work schedule. The two (2) additional hours are not to be considered as "blanket overtime". The two (2) hours are payable for specific duties performed. Any work to be performed in excess of the two (2) additional hours must be authorized by the ship's master.

Specifically:

1. The Steward Baker will be offered 2 hours of overtime each day. He/She needs to do actual work that the Master concurs needs to be done on OT during these 2 hours or the portion of these 2 hours actually worked.
2. The Steward Baker will be paid for OT actually worked. If a 9 hour day is worked he/she will be paid for the normal 8 hours plus 1 hour of OT.
3. Each instance of OT beyond the 2 hours must be specifically approved in advance by the Master.

(b) VESSELS CARRYING PASSENGERS

1. When passengers are on board, the Passengers Utilities' working hours shall be the same as the Messman.

2. In all ports, the Cook and Baker shall work on a schedule between 6:00 a.m. and 6:00 p.m. as set forth by the Steward.

When meal hours are changed for Deck and Engine Departments in accordance with Article II, Section 44, the Steward Department's working hours may be changed accordingly provided, however, that they be given two (2) hours notice prior to the time necessary to prepare meals.

3. Five dollars (\$5.00) per day, for each passenger over six (6) passengers shall be paid on these vessels when from seven (7) to twelve (12) are carried. These monies shall be divided among the members of the Steward Department who perform the work or, at the Company's option, an additional Passenger Utilityman may be carried.

4. When the vessel commences a voyage without passengers, and without a Passenger Utilityman and is manned in accordance with this section and passengers are taken aboard, five dollars (\$5.00) per day per passenger shall be paid and divided among the members of the Steward Department who perform this work.

5. When five dollars (\$5.00) per day per passenger is being paid to members of the Steward Department, there shall be no division of wages as outlined in Article V, Section 7, because of the absence of this member in the Steward Department.

When the Company receives no compensation for a minor child, then the five dollars (\$5.00) per day shall not be applicable.

If the five dollars (\$5.00) per passenger per day is being paid in lieu of increasing the Steward Department personnel, and a passenger boards or leaves a vessel before the serving of any of the three (3) meals, at the beginning or termination of such passenger's voyage, the rate of five dollars (\$5.00) prescribed herein shall be reduced in the amount of one dollar and sixty-six cents (\$1.66) for each meal missed.

6. If any person who is not included in the vessel's contracted manning scale is carried by the vessel, the Company shall pay the Steward Department five dollars (\$5.00) per day for each such person. Cadets, Pilots and additional labor shipped from the SIU hiring halls are excluded.

However, when Pilots remain on board after terminating their navigational duties, the Company shall be subject to the five dollars (\$5.00) payment for any calendar day in which their services are not required. The five dollars (\$5.00) penalty shall also be applicable when more than one (1) apprentice Pilot is carried.

SECTION 6. FULL COMPLEMENT. (a) The full complement of the Steward Department shall be maintained when the vessel is feeding. This shall not apply when a skeleton crew is aboard.

(b) When a skeleton crew is aboard and the ship is feeding, the number of personnel to be retained in the Steward Department shall be as mutually agreed by the Company and the Union.

(c) On vessels acquired as a result of Military Contracts, Steward Department manning and adjustments thereto shall be as prescribed in the contract between the Contracted Employer and the Military Sealift Command (MSC) or the Maritime Administration (MARAD).

SECTION 7. WORKING DUE TO ABSENT MEMBERS. (a) When a vessel is in a Continental United States port and a member of the Steward Department is missing, the men who do the missing man's work shall be paid overtime for actual time worked over their normal eight (8) hours.

(b) If a vessel sails without the full complement in the Steward Department as required by this Agreement, then the men who do the missing men's work will receive, in addition to a division of wages of the missing men, the overtime that the missing men would normally have made on a Saturday, Sunday or Holiday.

(c) While on a voyage and a member of the Steward Department becomes ill or is injured, and remains aboard the vessel, the men who do his work shall receive a division of wages but they shall not receive any overtime for doing this work.

SECTION 8. ROUTINE WORK. (a) The regular routine duties laid out below shall be carried out within the scheduled working hours as specified above, and it shall be the duty of the Steward to organize the work in his department, so that it is accomplished within the eight (8) hours per day as scheduled in this Agreement. Routine duties of the Steward Department shall be to prepare and serve the meals. They shall also clean and maintain, including spot sougeeing and polishing bright work, the quarters

of the Licensed Personnel, the Radio Officers, the Pursers, Passengers and the ship's office, all dining rooms, messrooms, washrooms, galley and pantry. They shall sort and cull fruit and vegetables. Unless otherwise specified in this Agreement, no overtime applies to the above routine work unless performed in excess of eight (8) hours.

(b) At sea, the Utility, if assigned to the daily cleaning of the radio shack, shall receive not less than three (3) hours overtime per week at the Overtime Rate.

(c) It shall be routine duties for the Steward Utility to count and bag linen, work in storerooms, linen lockers, toilets and Steward Department enclosed passageways and do general cleaning within his eight (8) hours as directed by the Steward.

(d) Where Steward Department Personnel are required to wax and polish decks, it shall be among their routine duties to maintain same daily. When required to remove old wax preparatory to re-waxing and re-wax same, he shall be paid overtime for such work performed.

SECTION 9. RECEIVING STORES. The Steward shall be solely responsible for checking and receiving of voyage stores and linen, and he shall not delegate this responsibility to any other member of the Steward Department. He shall be required to go on the dock to check stores and linens without the payment of overtime during his regular working hours.

SECTION 10. HANDLING STORES. Steward's stores shall be brought aboard by the Deck Department. Steward's stores shall be distributed to the meat box, chill box, or storerooms by either Deck Department or Steward Department personnel and shall be stowed by the Steward's Department.

SECTION 11. LATE MEALS. When members of the Steward Department are required to serve late meals due to the failure of the Ships Officers or Unlicensed Personnel to eat within the prescribed time, the members of the Steward Department actually required to stand by to prepare and serve the late meals, shall be paid at the applicable rate.

SECTION 12. SHIFTING MEALS. When meal hours are extended for any reason and any of the Unlicensed Personnel or Ships Officers are unable to eat within the regular prescribed time, all members of the Steward Department required to stand by to prepare and serve the meals shall be paid at the applicable rate from the time the meal is extended. As much notice as possible shall be given the Steward Department when meals are to be shifted; in general this notice shall be at least 2 hours in advance. In the event the two (2) hours notice is not given, the meal hour shall not be shifted. Shifting of meals shall be done in accordance with the provisions of Article II, Section 44.

SECTION 13. MEALS IN PORT. (a) When meals are served in port to other than regular members of the crew, passengers, pilot, SIU shore gang, crane maintenance personnel and riding gang, port engineers, supercargoes and port captains, when assigned to the vessel, one dollar (\$1.00) per meal served shall be paid and divided among the members of the Steward Department actually engaged in preparing and serving meals.

(b) When food is prepared for persons who do not require the service of messroom, two (2) hours overtime per meal shall be paid for the first group of six (6) persons and fractions thereof, and one (1) hour overtime for each four (4) additional persons or fractions thereof. This money is to be divided equally among the Steward Department personnel involved in the work.

(c) No extra meals are to be served without the authority of the Master or officer in charge of the vessel.

SECTION 14. EXTRA PERSONS SLEEPING ABOARD. In port, when persons other than regular crew members, passengers, pilot or a Company representative sleeps aboard, the member of the Steward Department who takes care of the room shall be paid one (1) hour overtime per day. This does not apply when a ship carries the required complement to accommodate passengers and the number of extra persons aboard do not exceed the full complement of passengers allowed. This does not apply to relief officers.

SECTION 15. SERVING MEALS OUTSIDE OF MESSROOMS. When any member of the Steward Department is required to serve anyone outside of their respective messrooms for any reason, he shall be paid at the applicable rate for time required. However, meals may be served on the bridge to the Master and/or Pilot without the payment of overtime whenever it is necessary for them to be on the bridge

for the safety of the ship. The Captain's office or stateroom shall not be classified as the bridge of the ship. This section shall not be construed to apply to passengers or ship's personnel served during regular working hours on account of illness.

SECTION 16. MIDNIGHT MEALS AND NIGHT LUNCHESES. (a) Members of the Steward Department actually engaged in serving hot lunches at midnight are to be allowed three (3) hours overtime for preparing and serving same.

(b) When not more than the equivalent of one (1) department is served at 9:00 p.m. or at 3:00 a.m. night lunch, one (1) cook shall be turned out to perform this work. When a midnight hot lunch is served to not more than five (5) men, one (1) cook shall perform this work. When from six (6) to ten (10) men are served, one (1) cook and one (1) messman shall perform this work. When more than ten (10) men are served, one (1) cook and two (2) messmen shall perform this work.

(c) When meals are not provided as specified in Article II, Section 45, the number of Steward Department personnel who would normally be broken out to prepare such meals shall be paid the overtime specified in paragraph (a) above, at the Overtime Rate.

SECTION 17. CLEANING MEAT AND CHILL BOXES. (a) Members of the Steward Department shall be assigned by the Steward to clean meat and chill boxes and shall be paid at the applicable rate for actual time worked. Boxes shall not be cleaned without the express authorization of the Chief Steward.

(b) Keeping the meat and chill boxes neat and orderly at all times, such as cleaning out paper wrapping, crates, etc., within regular working hours, is not to be considered overtime.

SECTION 18. MAKING ICE. On ships where ice machines are carried, members of the Steward Department will not be required to make ice or pull ice, except when the onboard ice machine is broken. On ships where ice machines are not carried, and members of the Steward Department are required to make ice, overtime shall be paid for such work performed. This does not apply to making ice cubes in small refrigerators or ice machines, which are located in messrooms, pantries or galleys.

SECTION 19. OVERTIME FOR BUTCHERING. When carcass beef, in eighths or larger is carried, the man required to butcher this beef shall be paid a minimum of six (6) hours overtime weekly for butchering. This shall not apply when a Butcher is carried.

SECTION 20. SHORE BREAD. (a) The Company shall furnish bread from ashore in all Continental U.S. ports. When bread is not furnished in Continental U.S. ports within twenty-four (24) hours after arrival, excluding Saturdays, Sundays and Holidays, the Cook & Baker or Steward/Baker shall be required to make bread and will be paid three (3) hours overtime for each batch of bread made.

(b) When a new Cook & Baker or Steward/Baker is employed, he may be required to make a batch of bread during his regular working hours without the payment of overtime.

SECTION 21. SOUGEEING. When members of the Steward Department are required to sougee, overtime shall be paid for the actual number of hours worked, except as provided in Article V, Section 26. Wiping off fingerprints; grease spots, etc., shall not be considered sougeeing.

SECTION 22. CHIPPING, SCALING AND PAINTING. Members of the Steward Department shall not be required to chip, scale or paint.

SECTION 23. DUMPING GARBAGE. No member of the Steward Department shall be required to go on the dock for the purpose of dumping garbage, without the payment of overtime.

On vessels equipped with automatic garbage disposal units located adjacent to the ship's galley, messroom or storerooms, it shall be routine for the Steward Department to operate such unit during regular working hours without the payment of overtime.

SECTION 24. OIL STOVES. Members of the Steward Department shall not be required to pump oil for the galley range.

SECTION 25. DAY WORK. (a) When the ship is not feeding and members of the Steward Department are on day work, the hours shall be 8:00 a.m. to 12:00 noon and 1:00 p.m. to 5:00 p.m.

(b) When members of the Steward Department are on day work, they may be required to work in storerooms, linen lockers, toilets, passengers' and officers' quarters, messrooms, galley, Steward Department passageways, handle stores and linen placed aboard ship, and do general cleaning without the payment of overtime.

(c) When members of the Steward Department are on day work, they shall be allowed fifteen (15) minutes for coffee at 10 :00 a.m. and 3:00 p.m. or at a convenient time near these hours.

(d) When members of the Steward Department are on day work, they shall receive one (1) full hour from 12:00 noon until 1:00 p.m. for lunch. This hour may be varied, but such variation shall not exceed one (1) hour either way, provided that one (1) unbroken hour shall be allowed at all times for dinner or supper when men are on day work. If one (1) unbroken hour is not given, the men involved shall be paid one (1) hour's compensation at the Penalty Rate in lieu thereof.

(e) Extra members of the Steward Department who are carried to take care of passengers may be assigned to day work when passengers leave the vessel, and such members shall work as directed by the Chief Steward. In addition to the work outlined in subsection (b) of this section, such members may be required to sougee in passengers' quarters, including toilets, washrooms and alleyways, during their regular hours of work without the payment of overtime. Passenger Utilitymen who are on day work when no passengers are aboard, shall be allowed to work weekends and Holidays.

SECTION 26. GALLEY GEAR. The Company shall furnish all tools for the galley including knives for the cooks.

SECTION 27. APRONS AND UNIFORMS. White caps, aprons and coats worn by the Steward Department shall be furnished and laundered by the Company, and white trousers worn by the galley force shall be laundered by the Company.

SECTION 28. ENTERING ENGINE ROOM AND FIRE- ROOM. Members of the Steward Department shall not be required to enter the engine or fireroom except as may be required by Article II, Section 18.

SECTION 29. WORK NOT SPECIFIED. Any work performed by the Steward Department that is not specifically defined in this Agreement shall be paid for at the regular overtime rate.

SECTION 30. PYRAMIDING OF OVERTIME. There shall be no duplication or pyramiding of overtime except where specifically provided for.

ARTICLE VI

OTHER PROVISIONS

SECTION 1.

A. Sales and Transfers

1. In order to preserve the jobs of the Company's Unlicensed Personnel covered by this Agreement, the Company agrees that should any vessel presently or hereinafter covered by this Agreement be sold or transferred in any manner to another entity (excluding the Federal Government) for operation under U.S. flag (but not including a vessel which the Company may be operating under a bareboat charter and the charter is terminated), the vessel shall be sold or transferred with the full complement of Unlicensed Personnel last employed on said vessel.

2. In order to protect and maintain the wages, pension rights, other economic benefits and conditions of such Unlicensed Personnel, and to prevent their immediate discharge by the buyer or transferee, thereby frustrating the preservation of their job rights, the Company agrees that prior to any sale or transfer, it will obtain from the purchaser or transferee a written agreement providing:

a. that the purchaser or transferee shall immediately upon sale or transfer employ the Unlicensed Personnel last employed on said vessel, and thereafter shall not terminate such Unlicensed Personnel without just cause; and

b. that for the life of the vessel, the purchaser or transferee will provide such Unlicensed Personnel with wages, pension benefits and other economic benefits and conditions (such as health and medical benefits, overtime pay, etc.) at least equal to that which would have been enjoyed had such Unlicensed Personnel continued employment on the vessel by the Company; and

c. that disputes involving the interpretation or application of the obligations contained in said written Agreement shall be resolved by arbitration under the procedures of the American Arbitration Association; and

d. that said written agreement shall be specifically enforceable by the Union on behalf of one or more of the Unlicensed Personnel for whose benefits it is made.

3. It is understood that none of the conditions herein shall require the purchaser or transferee to accept or adopt the Company's Agreement with the Union.

4. In the event the Company wishes to replace a vessel with another vessel to be covered by this Agreement, the Union will discuss the disposition of the existing vessel with the Company.

B. Successors and Assigns

This Agreement and all Supplements and Addenda shall be binding upon the parties hereto, their successors, administrators, executors and assigns. The Company agrees that its operations covered by this Agreement, either in their entirety or in severable part, shall not be sold, conveyed or otherwise transferred or assigned to another entity without first securing the written agreement of said entity to assume the Company's obligations under this Agreement. It is understood and agreed that this "successors and assigns" clause shall be applicable except for sales or transfers of a vessel in the Company's normal course of business, if any, which sales and transfers shall be covered by Subsection A above.

C. Compliance

1. The Company shall give written notice to the Union of any transaction within the scope of Subsections A or B above. Such notice shall describe the exact nature of the transaction and shall be given sixty (60) days (or the earliest shorter period when sixty (60) days is not possible) prior to the consummation of any agreement on the transaction.

2. In the event the Company fails to secure the written agreement required by Subsections A or B above, the Company shall be liable to the Union in the sum certain amount equal to the total employment costs of a full complement of Unlicensed Personnel on each involved vessel for a period of three (3) years. Such sum shall be distributed by the Union to the Unlicensed Personnel injured by the Company's breach and shall not be reduced by the interim earnings of such Unlicensed Personnel or for any other reason. The Union reserves the right to seek such other or additional relief as it deems appropriate.

3. The provisions of this Section shall be deemed of the essence of this Agreement and, in the event of any violation thereof, shall be enforceable by the Arbitrator pursuant to the arbitration procedure set forth on Article II, Section 3 of this Agreement, and such violation shall constitute an immediate waiver of any and all no-strike pledges contained in this Agreement.

SECTION 2. It is agreed that any agreements that are presently in effect covering War Risk Insurance and Area Bonuses be continued as is with no change. In addition, any and all Addenda,